Contract for International Public Relations and Government Affairs Services

Government of the People's Republic of Bangladesh, represented by the Embassy of Bangladesh to the USA, 3510 International Drive, NW, Washington DC 20008 ("Bangladesh") and BGR Public Relations, The Homer Building, 11th Floor, 601 Thirteenth Street, NW, Washington DC - 20005 ("BGR"), hereby agree to this Agreement for international public relations and government affairs services, subject to the terms and conditions described below:



1. Scope of Work:

BGR will provide strategic public relations and government affairs counsel for the Government of Bangladesh.

2. Fees:

- i. In consideration for the services provided by BGR, the Government of Bangladesh agrees to pay BGR a monthly professional fee of USD \$25,000.00 (Twenty-five thousand U.S. Dollars) for services provided from April 1, 2014 through March 31, 2015.
- ii. Additionally, the Government of Bangladesh agrees to reimburse BGR for the actual amount with regards to ordinary and out-of-pocket expenses, including local transportation and other incidental expenditure. However, for telecommunications, printing and photocopying the total amount to be reimbursed shall not exceed USD\$200 per month.
- iii. BGR will also be reimbursed for the cost of travel to Bangladesh including round international airfare, lodging, and meals; however, these activities would be authorized by the Government of Bangladesh in advance.

3. Invoicing:

Professional fees and expenses are invoiced separately:

- i. <u>Professional Fees</u>: BGR will subsequently invoice the Government of Bangladesh on the first day of each quarter for professional fees in advance of the coming quarter starting April 1, 2014.
- ii. Expenses: BGR will invoice the Government of Bangladesh on the last day of each month for expenses incurred during the month prior, starting April 30, 2014.

Regardless of the ultimate duration of the Agreement, all invoices generated from the terms and between the two parties to this Agreement are payable in-full and promptly upon receipt and shall be paid directly to BGR within forty-five (45) days of receipt of all documents.

4. Terms of the Contract:

i. Duration: The duration of the contact will be twelve (12) months, starting from April 1, 2014 to March 31, 2015. This Contract may, however, be extended by mutual agreement of the Parties.

ii. Termination & Cancellation: Either Party may terminate the Agreement for any reason upon 15 (fifteen) days written notice, with no further obligation, other than to pay such fees that have accrued up to and through the 15-day notice period.

iii. The Contract shall be governed by and construed in accordance with Bangladeshi Laws.

5. Confidentiality:

BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish to be kept confidential. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

6. Entire Understanding:

This Agreement contains the entire understanding between the Parties Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both Parties.

BGR Public Relations

Jeliney H. Birnbaum

President,

BGR Public Relations, LLC

4/29/14

Government of Bangladesh

His Excellency Akramul Qader

State Minister and

Ambassador of Bangladesh to the USA

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